

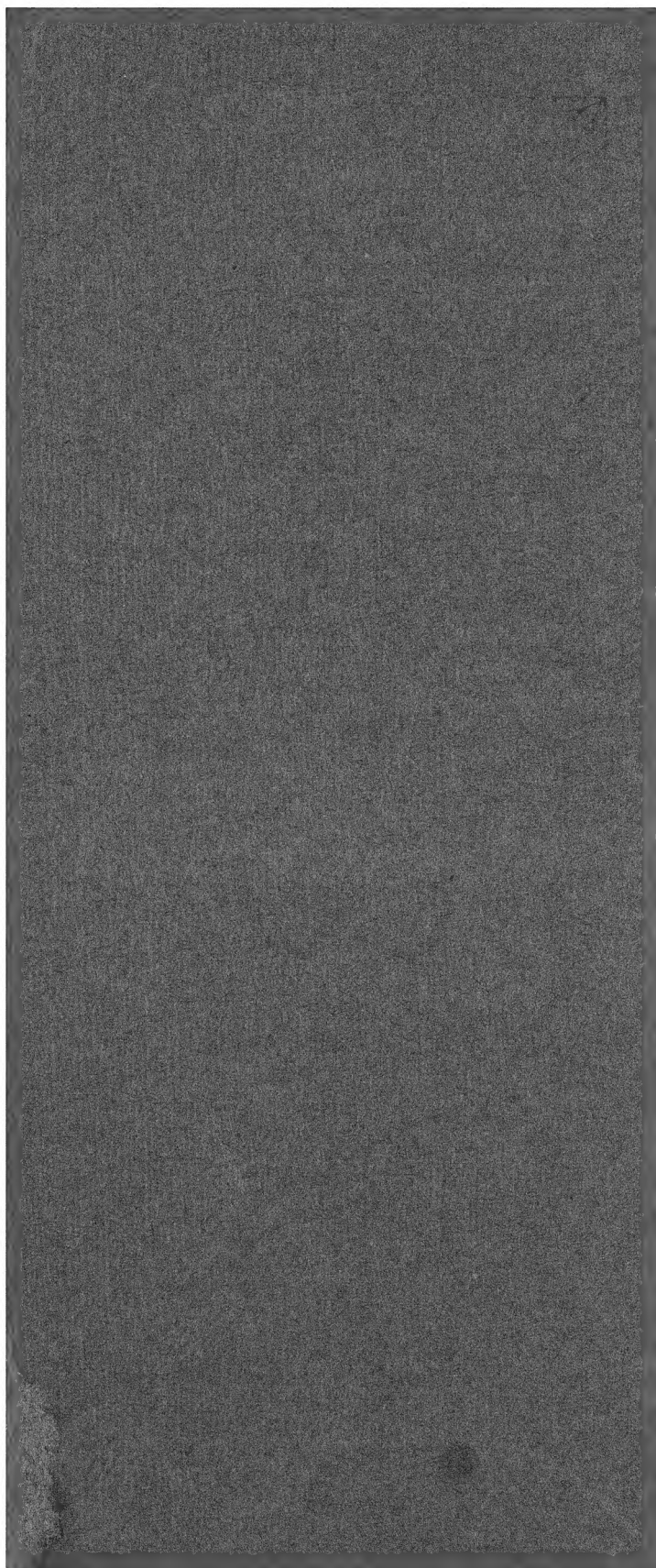
**TURNER VALLEY OIL
COMPANY, LIMITED**

CAPITAL · \$500,000.00

Prospectus

**A COPY OF THIS PROSPECTUS
HAS BEEN FILED WITH THE
REGISTRAR OF JOINT STOCK
COMPANIES OF ALBERTA**

**REGISTERED OFFICE:
325 LOUGHEED BUILDING,
CALGARY**



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Prospectus

OF

Turner Valley Oil Company, Limited

(Incorporated under Companies Ordinance of the
North West Territories)

Capital Stock - \$500,000
Divided into 500,000 Shares of \$1.00 each

Officers :

DIRECTORS :

Bertrand de Charnace, Esq., of Calgary, Alberta,
Capitalist ; *President and Managing Director.*

William Livingston, Esq., of Calgary, Alberta, President
Southern Alberta Oil Co., Ltd. ; *Vice-President.*

Josiah J. Pugh, of Calgary, Alberta, Vice-President
Southern Alberta Oil Co., Ltd.

Reuben S. Whaley, Esq., of Calgary, Alberta,
Gentleman.

Walter C. Nancarrow, Esq., of Calgary, Alberta, Mana-
ger J. H. Ashdown Hardware Company, Limited

Francois de Roussy de Sales, Esq., of Calgary, Alberta,
Solicitor, Savary, Fenerty & de Roussy.

Henry de Ponthiere, Esq., of Calgary, Alberta, Capitalist
Secretary-Treasurer.

SOLICITORS :

Savary, Fenerty & de Roussy, Calgary, Alberta.

FISCAL AGENTS :

Ponthiere & Charnace, 325 Lougheed Building,
Calgary, Alberta.

AUDITORS :

Williams & West, Calgary, Alberta.

BANKERS :

Union Bank of Canada.

REGISTERED OFFICE :

325 Lougheed Building, Calgary, Alberta.

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Proscpetus

Filed With the Registrar of Joint Stock
Companies of Alberta

Turner Valley Oil Company, Limited

Incorporated Under The Companies' Ordinance of
The North-West Territories

Capital Stock, \$500,000, Divided Into 500,000
Shares of \$1.00 Each.

The Turner Valley Oil Company has been formed with the object of purchasing and developing the petroleum and natural gas rights underlying approximately 1149 acres, situated in the Millarville District between the now famous Dingman Well and the Segur Wells and in the close vicinity of the majority of the sites where most of the other companies are now drilling wells or propose drilling in the immediate future.

The Calgary Petroleum Products Company Limited, after encountering in its drilling operations a large flow of gas struck two flows of oil on the 7 of October, 1913, and on the 14 of May, 1914, the latter of which seems to give safe indications of the presence of a large body of oil in the vicinity of the Sheep Creek Valley.

Every indication points to the same experience and expectations at the well of the McDougall Segur Exploration Company, Limited.

The property of the Turner Valley Oil Company, Limited is located between the two wells aforementioned and in the same valley and on what is believed to be the same anticline, and consists of the following lands:

1. The South West Quarter of Section Three (3), in Township Twenty-one (21), West of the Fifth Meridian in the Province of Alberta ----- 160 acres
2. All that part of the North West Quarter of said Section Three (3), lying South of the Northerly branch of Sheep Creek ----- 29 acres
3. The North East Quarter of Section Two (2), in Township Twenty-one (21), Range Three (3), West of the Fifth Meridian ----- 160 acres
4. The South East Quarter of Section Three (3), in Township Twenty-one (21), Range Three (3), West of the Fifth Meridian ----- 160 acres
5. The North East Quarter of Section Six (6), in Township Twenty-one (21), Range Three (3), West of the Fifth Meridian ----- 160 acres

Memorandum of Association

of

Turner Valley Oil Company, Limited

I. The name of the Company is "Turner Valley Oil Company, Limited."

II. The registered office of the Company will be situated at Calgary in the Province of Alberta.

III. The objects for which the Company is to be incorporated are as follows:

1. To locate, purchase, lease, or otherwise acquire, mortgage, sell, let or otherwise dispose of lands, mines, mineral claims and leases, water rights and franchises, mill sites, timber lands, limestone quarries, and particularly lands containing or believed to contain petroleum and other oil springs and deposits and natural gas.

2. To carry on the business of searching for, prospecting, preparing, refining, pumping, piping, storing, transporting, supplying, buying, selling, manufacturing, and distributing petroleum and other oils or gas and their products and by-products.

3. To dig for, raise, crush, wash, smelt, assay, analyze, reduce, amalgamate and otherwise treat gold, silver, copper, lead, ore deposits and other minerals and metallic substances and compounds of all kinds and to render the same merchantable and to buy, sell and deal in the same or any of them.

4. To carry on a business of a mining, smelting, milling and refining company in all or any of its branches.

5. To construct, build, operate, purchase and sell and maintain oil wells, refineries, buildings, machinery, plants, stores and warehouses.

6. To acquire by purchase, lease, hire, exchange or otherwise such timber lands or leases, timber claims, licenses to cut timber, surface rights, and rights of way, water rights and privileges, mills, factories, furnaces for smelting, for treating ores and refining metals, buildings, machinery, plant or other real or personal property as may be necessary for or conducive to the proper carrying out of any of the objects of this Company.

7. To construct, maintain, alter, make, work and operate on the property of the Company or on the property controlled by the Company, any canals, trails, roads, ways, tramways, bridges, and reservoirs, dams, flumes, water courses, wells, sawmills, crushing works, smelting works, hydraulic works, electrical works, and appliances, warehouses, buildings, machinery, plants, stores and other works and conveniences which may seem conducive to any of the objects of the Company and with the consent of the shareholders in general meeting to contribute to, subsidize or otherwise aid or take part in any such operation though constructed and maintained by any other company or persons outside of the property of the Company, and to buy, sell, manufacture and deal in all kinds of goods, stores, implements, provisions, chattels and effects required by the Company, its workmen or servants.

8. To buy, sell and furnish oil and gas for lighting, heating and other purposes to lay down, con-

struct and maintain and operate pipe lines, tubes, tanks, pump contracts, connections, fixtures, storage house and such machinery apparatus and devices necessary to operate such pipe or pipe lines between various points, to have the right and power wherever permitted by law to enter upon right of way, easements, properties, of all persons and corporations and have the rights to lay its pipes and pipe lines across and under any public road, railroad, right of way, street railroad, canal or stream, to lay its pipe or pipe lines across or under any street or alley in any incorporated city or town with the consent of and under the directions of the proper authorities of such cities or towns.

9. To take, acquire and hold as the consideration for ores, metals or minerals, sold or otherwise disposed of or for gas supplied or for work done by contract or otherwise, shares, debentures, bonds or other securities of or in any other company the objects of which are restricted as herein aforesaid and to sell or otherwise dispose of the same.

10. To enter into any arrangement for sharing profits, union of interests or co-operation with any other person or company.

11. To purchase or otherwise acquire and undertake all or any of the assets, business, property, privileges, contracts, rights, obligations, and liabilities of any person or company carrying on any part of the business which a company specially limited under this section is authorized to carry on.

12. To carry on business as commission and general merchants, agents, and factors and to engage in any other business that may seem directly or indirectly expedient to the success of the operation of the Company.

13. To buy, sell, lease, exchange, hire or otherwise acquire any real or personal property and any rights, franchises, easements and privileges which the Company may think expedient or desirable to purchase or acquire for the purpose of its business.

14. To deal and treat in all kinds of natural products, goods, wares and merchandise, provisions and supplies in connection with the undertakings of the Company.

15. To let or lease the whole or any part of the real or personal property of the Company on such terms as the Company shall determine.

16. To enter into any agreement with any Government or authority, Federal; provisional, municipal, local or otherwise for all the objects of the Company and to obtain from such Government or authorities or take over from other persons or companies possessing the same, any rights, privileges and concessions which may be desirable for the Company and to obtain or assist in obtaining any acts of Parliament or sanctions or orders of any such Government or authorities, which the Company may deem proper.

17. To promote or form or assist in the promotion or formation of any company business or undertaking having objects wholly or in part similar to those of this Company or for the purpose of acquiring, purchasing, holding, working or otherwise dealing with any property of the Company or for any other purpose.

18. To subscribe for, take, acquire, hold, sell and give guarantees by way of underwriting or otherwise in relation to stock shares, debentures, obligations, securities of any company or any municipal, public or local board of authority provided that the funds of this Company shall not be employed in purchasing or acquiring its own shares or any loans upon the security thereof.

19. To do all acts and things which may be necessary or desirable to procure for the Company a legal recognition and statue in any Province, State or Territory and to appoint local boards or committees, attorneys or agents with such powers as the Directors of the Company may determine to represent the Company in any such Province, State or Territory.

6. The North West Quarter of Section One (1), in Township Twenty-one (21), Range Three (3), West of the Fifth Meridian ----- 160 acres
 7. The North East Quarter of Section One (1), in Township Twenty-one (21), Range Three (3), West of the Fifth Meridian ----- 160 acres
 8. The South West Quarter of Section Seven (7), in Township Twenty-one (21), Range Two (2), West of the Fifth Meridian ----- 160 acres
- Total Acreage -----1149 acres

The number of shares fixed by the Articles of Association for qualification of a Director is one share.

The liability of the members of the Company is limited.

The names, occupations and addresses of the proposed and provisional Directors of the Company are as follows:

William Livingston, Calgary, Alta., President
Southern Alberta Oil Company, Ltd.
Bertrand deCharnace, Calgary, Alta., Capitalist.
Josiah D. Pugh, Calgary, Alta., Vice-President,
Southern Alberta Oil Company, Ltd.
Henry dePonthiere, Calgary, Alta., Gentleman.
Reuben S. Whaley, Calgary, Alta., Gentleman.
Walter C. Nancarrow, Calgary, Alta., Manager,
The J. H. Ashdown Hardware Company, Ltd.
Francis deRoussy deSales, Calgary, Alta.,
Solicitor, Savary, Fenerty & deRoussy.

The minimum subscription on which the Directors may proceed to commence business is \$3000.00 and the minimum amount payable on application for purchase of shares is twenty per cent and the balance of eighty per cent on allotment of the shares; 193,000 non-assessable shares of the aggregate par value of \$193,000.00 are agreed to be issued fully paid up otherwise than in cash as a part consideration for the transfer to the Company of the natural gas and petroleum and other mines and minerals lying on or under the lands aforesaid and the right to work the same.

The contract for the purchase of the above oil and gas and other minerals and mines and rights of the Company with respect to the lands above mentioned is dated the 20 day of May, A. D., 1914, and made between William Livingston, Bertrand deCharnace, Josiah D. Pugh, Henry dePonthiere, Reuben S. Whaley, Walter C. Nancarrow and Francis deRoussy deSales as Vendors and the Company as purchaser. The consideration to be paid to the Vendors for the said contract and for the oil and gas and the other mines and minerals aforesaid is \$200,000.00 which the Company has agreed to pay as follows:

The sum of seven thousand (\$7000.00) dollars in cash out of the first proceeds of sale of shares and before the 31st day of July, 1914, and the balance,

being, \$193,000.00 by the allotment to the seven Directors aforesaid of 193,000 fully paid up non-assessable shares of the Company as follows:

To William Livingston, 27,572 shares and \$1000.00 cash.

To Reuben S. Whaley, 27,572 shares and \$1000.00 cash.

To Bertrand deCharnace, 27,572 shares and \$1000.00 and to the four other Vendors aforementioned 27,571 shares and \$1000 each.

The Directors propose to pay to authorized agents a commission not exceeding fifteen (15) per cent for subscribing or agreeing to subscribe or procuring and agreeing to procure subscriptions for any shares of the company, and it is specially provided that the Directors or Officers of the Company shall not be disqualified by their office from receiving such commissions.

The estimated amount of preliminary expenses consisting of Government incorporation fees, solicitors fees, traveling, advertising, promoters and engineers and other expenses, is \$3000.00 which is expected to cover all.

It is intended to reserve the full amount of all stock subscribed for in the Company with the exception of the amount necessary to realize the preliminary expenses and cash payment under the aforesaid contract, for working capital of the Company and to commence as soon as practicable and expedient the drilling and other operations of the Company. The working capital of the Company will, therefore, consist of approximately 300,000 shares from which has to be deducted the amount of shares necessary to discharge the preliminary expenses as aforementioned.

The contract of purchase aforesaid entered into between the Directors of the Company as Vendors and the Company as purchaser for the purchase of the Company's mining rights is a straight and absolute agreement of sale of the oil and gas and by-products and other mines and minerals and not a mere lease of same and will entitle the Company to an absolute transfer of these mines and minerals.

The Auditors selected by the Directors of the Company are Messrs. Williams and West, Calgary, Alberta.

The contract of purchase aforesaid may be inspected at the office of Messrs. Ponthiere and Charnace, 325 Lougheed Building, Calgary, on any business day between the hours of 10 a. m. and 5 p. m.

Dated at the City of Calgary this 20 day of May, A. D., 1914.

Name of Directors.	Number of Shares. Subscribed
William Livingston	One
Henry dePonthiere	One
Bertrand deCharnace	One
W. C. Nancarrow	One
R. S. Whaley	One
Jos. D. Pugh	One
Fr. de Roussy de Sales	One

20. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, cheques, bills of lading, warehouses, receipts, warrants, securities, under the Bank Act, bonds, debentures, mortgages and other negotiable or transferrable instruments or security of every nature and kind whatsoever.

21. To borrow, raise or secure the repayment of money in such manner as the Company shall think fit and in particular by the issue of debentures, debenture stock, bonds, mortgages, or any other security of the property and rights of the Company, both present and future, including its uncalled capital or without any such security and upon such terms as to priority or otherwise as the Company shall think fit.

22. To invest the moneys of the Company not immediately required in such manner as from time to time may be determined.

23. To acquire by subscription, purchase or otherwise and to accept and take, hold or sell shares or stock in any Company or undertaking the objects of which shall not wholly or in part be similar to those of this Company or such as may be likely to promote or advance the interest of this Company.

24. To provide for the welfare of persons employed by the Company or formerly engaged in any business acquired by the Company.

25. To pay the expenses of and preliminary and incidental to the formation, establishment and registration of the Company.

26. Upon any issue of shares, bonds, debentures, or other securities of the Company to employ brokers, commission agents, and underwriters and to provide for the remuneration of such persons for their services by payment in cash or by the issue of shares, debentures, or other securities of the Company or by the granting of options to take the same or in any other way allowed by law.

27. To sell, lease, exchange, surrender or otherwise deal with the whole or part of the undertaking, property, rights of the Company for such consideration as the Company may think fit and particularly for any shares, debentures or securities of any other company and to divide such part or parts as may be determined by the Company of the purchase money whether in cash, shares or other equivalent which may be received by the Company on a sale or any such dealing, with the whole or part of the property, estate, effects and rights of the Company amongst the members of the Company by way of dividend or bonus in proportion to their shares or to the amount paid up on their shares or otherwise to deal with the same as the Company may determine.

28. To pay for any lands, business property, rights, privileges, concessions acquired or agreed to be acquired by the Company and generally to satisfy any payment by or obligation of the Company by the issue of shares of this or any other Company credited as fully or partly paid up or of debentures or other securities of this or any other Company.

29. To distribute any of the assets of the Company among the members in specie and particularly in bonds, debentures, or other securities of any other company formed to take over the whole or any part of the assets or liabilities of this Company, but so that no such distribution amounting to a reduction of the capital be made without the sanction of the court when necessary.

30. To hold under the names of others any property which the Company is authorized to acquire and to carry on or do all or any of the matters aforesaid in the Province of Alberta, or any other State or Colony.

31. Generally to carry on any other business allowed by law, which may seem to the Company capable of being conveniently or profitably carried on in connection with the above or calculated directly or

indirectly to enhance the value and render profitable any of the Company's properties or rights and to do all and everything necessary, suitable, convenient, or proper for the purposes of the Company or incidental to the powers herein named or which shall at any time appear to be conducive or expedient for the production or benefit of the Company, and it is hereby declared that in the interpretation of this clause, the meaning of the Company's objects shall not be restricted by reference to other objects or juxtaposition of two or more objects, and that in the event of any ambiguity this clause shall be construed in such a way as to widen and not restrict the powers of the Company.

IV. The liability of the members is limited.

V. The capital of the Company is five hundred thousand (\$500,000.00) dollars divided into five hundred thousand (500,000) shares of one \$1.00 dollar each.

PROVIDED that nothing herein contained shall be deemed to confer upon the Company any powers to which the jurisdiction of the Legislature of the Province of Alberta does not extend and particularly shall not be deemed to confer the right to issue promissory notes in the nature of bank notes, and all the powers in the said Memorandum of Association contained shall be exercisable, subject to the provisions of the laws in force in Alberta and regulations made thereunder in respect of the matters therein referred to and especially with respect to the construction and operation of railways, telegraph and telephone lines, the business of insurance and any other business with respect to which special laws and regulations or restrictions may now be or may hereafter be put in force.

WE the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names and undertake, consent and agree to act as first Directors of the Company.

Names, Addresses and Occupation. of Subscribers	No. of Shares.
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(Signed)

William Livingston, Calgary, Alta., Capitalist	One
Bertrand deCharnace, Calgary, Alta., Capitalist	One
W. C. Nancarrow, Calgary, Alta., Manager	One
Henry dePontherie, Calgary, Alta., Capitalist	One
Rueben S. Whaley, Calgary, Alta., Broker	One
Josiah D. Pugh, Calgary, Alta., Capitalist	One
F. deRoussy deSales, Calgary, Alta., Solicitor	One

DATED at the City of Calgary, in the Province of Alberta, this 19 day of May, A. D., 1914.

Witness,
L. H. Fenerty.

